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SAVO ISLAND REDEVELOPMENT PLAN

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**BERKELEY
REDEVELOPMENT
AGENCY**

REDEVELOPMENT PLAN

FOR THE

SAVO ISLAND PROJECT AREA

REDEVELOPMENT AGENCY OF THE CITY OF BERKELEY

SAVO ISLAND PROJECT AREA COMMITTEE

OCTOBER 1974

REVISED JANUARY 1975

AMENDED JULY 1975

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I. INTRODUCTION

The Redevelopment Plan (hereinafter sometimes called the "Plan") for the Savo Island Project Area has been jointly prepared by the Redevelopment Agency of the City of Berkeley and by the Savo Island Project Area Committee (hereinafter sometimes called "SIPAC") pursuant to the Community Redevelopment Law of the State of California, the California Constitution, and all applicable local laws and ordinances. The provisions of this Plan were approved by both the Redevelopment Agency and the Savo Island Project Area Committee under the provisions of the Memorandum of Understanding set forth in Section V of this document.

II. PROJECT ORIGINS

The Savo Island Project Area Committee (SIPAC) was organized in the summer of 1972 in response to the action by the Berkeley Redevelopment Agency and the Berkeley City Council requesting the Department of Housing and Urban Development (HUD) to establish a Neighborhood Development Program (NDP) in the Savo Island Area. A Board of Directors was elected by SIPAC at its first annual meeting in January of 1973.

In February of 1973, the City Council designated the Savo Island NDP Area as a "survey area" at the request of SIPAC. Following the Federal Government's moratorium of Neighborhood Development Programs in January of 1973, SIPAC's Board of Directors and the Redevelopment Agency decided in December of 1973 to proceed with the Redevelopment Project under State Law using tax allocation financing. A Preliminary Plan was passed unanimously by the Planning Commission in February of 1974. In March of 1974 the Memorandum of Understanding was signed, delineating the relationship and responsibilities of the Agency and of SIPAC.

The Savo Island Project Area is located within the South Berkeley Model Cities (SBMC) area. In 1971 and 1972 the Berkeley City Council adopted the comprehensive City Demonstration Plans prepared by the SBMC Neighborhood Council Board of Directors. The following condensation of the goals presented in the Demonstration Plans served to guide the development of the more specific goals of the Savo Island Project Area Committee:

- A. To provide medium density, low/moderate income housing; and
- B. To provide housing and recreational facilities for senior citizens;
and
- C. To encourage the concentrated rather than random growth of

commercial development in the area; and

- D. To provide business opportunities for the minority population of the SBMC area; and
- E. To provide jobs for the neighborhood residents; and
- F. To reconstruct and landscape public thoroughfares; and
- G. To modify the undifferentiated grid system of local streets wherever possible; and
- H. To rehabilitate homes wherever necessary to prevent the further deterioration of the housing stock; and
- I. To encourage community participation; and
- J. To install utilities underground.

III. PROJECT AREA BOUNDARIES:

The Boundaries of the Savo Island Project Area are as follows:

Commencing at the point of intersection of the western line of Milvia Street with the southern line of Russell Street; thence N 81° 40' E approximately 283 feet along the southern line of Russell Street to the eastern line of Adeline Street; thence N 17° 36' E approximately 1163 feet along the eastern line of Adeline Street and its tangent prolongation to the extension of the northern line of Ward Street; thence S 82° W approximately 720 feet along the northern line of Ward Street and the extensions thereof to the western line of Milvia Street; thence S 4° 20' E approximately 1050 feet along the western line of Milvia Street and the extensions thereof to the point of commencement.

The property within the boundaries consists of Blocks 18, 19, and 22 as they are shown on Map No. 5 of the Shattuck Tract, Recorded April 8, 1891, in Book 10, page 26, from the Office of the County Recorder of Alameda County of the State of California.

The Project Area contains approximately 12 acres.

IV. GOALS AND OBJECTIVES OF THE PLAN

The objectives of the Savo Island Redevelopment Plan include the following:

A. NEIGHBORHOOD DEFINITION

To strengthen the residential character of the neighborhood by building housing on land that is presently vacant; and

B. NEW HOUSING

As a first and highest priority, to build high quality low and moderate income housing for families and individuals, including senior citizens and handicapped persons, which shall be cooperatively owned and managed unless it proves not feasible to obtain financing for cooperative housing in which case other forms of ownership and management shall be considered; and

C. NEW COMMERCIAL

To construct new commercial facilities that will serve the interests of the neighborhood and encourage opportunities for small business; and

D. BLIGHT ELIMINATION

To eliminate blight within the Project Area by rehabilitating existing structures wherever possible; and

E. PUBLIC IMPROVEMENTS

To make public improvements within the Project Area including, among others, sidewalk and curb development, street planting, street closure, and the undergrounding of utilities; and

F. NEIGHBORHOOD FACILITIES

To facilitate the interaction of the Area's residents through the physical development of the neighborhood; and

G. URBAN DESIGN

To insure that the Project Area achieves the highest possible level of excellence in architectural design, urban, social and economic planning, and project construction.

In addition, SIPAC hopes to form a non-profit neighborhood corporation for the purpose of developing and maintaining housing that will be responsive to the needs of its tenants and complimentary to the neighborhood as a whole.

V. MEMORANDUM OF UNDERSTANDING BETWEEN THE SAVO ISLAND PROJECT AREA COMMITTEE AND THE REDEVELOPMENT AGENCY OF THE CITY OF BERKELEY.

The following is the text of an existing memorandum of understanding between the Berkeley Redevelopment Agency and the Savo Island Project Area Committee. The City of Berkeley, although not a party to the memorandum, recognizes the memorandum between the parties, but, in order that there shall be no confusion, the Council determines that neither that recognition nor the inclusion in this document of the memorandum makes the City a party to the provisions of the memorandum nor delegates any legislative power of the City.

MEMORANDUM OF UNDERSTANDING BETWEEN THE SAVO ISLAND PROJECT AREA COMMITTEE AND THE REDEVELOPMENT AGENCY OF THE CITY OF BERKELEY CONCERNING THE PROPOSED SAVO ISLAND NEIGHBORHOOD DEVELOPMENT PROGRAM AREA.

WHEREAS, the Council of the City of Berkeley has designated the Savo Island Area as a Survey Area for a Neighborhood Development Program.

WHEREAS, the primary purpose of said proposed Redevelopment Program is to expand the opportunities for housing of low and moderate income persons; and

WHEREAS, the California State Redevelopment Law requires the formation of a Project Area Committee to enable the residents, owners and business persons of each Redevelopment Program Area to provide meaningful citizen input into Redevelopment Program planning and execution; and

WHEREAS, pursuant to such requirements the Savo Island Project Area Committee has been formed for the purpose of providing such input in the planning and execution of the proposed Savo Island Redevelopment Program Area bounded generally by Milvia Street, Adeline Street and Ward Street; and

WHEREAS, all persons who are 18 years of age or older and who are legal residents of the area bounded by the east side of Shattuck Avenue on the east, the south side of Ashby Avenue on the south, the west side of Grove Street on the west and the properties fronting on Carleton Street on the north, or who own real property or operate a business within are eligible to be SIPAC members; and

WHEREAS, the Savo Island Project Area Committee has adopted By-Laws, a copy of which is attached hereto as Exhibit "A", and has duly elected a Board of Directors at its first annual meeting held January 10, 1973; and

WHEREAS, The Redevelopment Agency of the City of Berkeley and the Savo

Island Project Area Committee desire to work cooperatively at every stage of the planning and execution of the Savo Island Redevelopment Program; and

NOW, BE IT RESOLVED, that The Redevelopment Agency of the City of Berkeley agrees to recognize the Savo Island Project Area Committee as the Project Area Committee for the Savo Island Redevelopment Program Area; and

BE IT FURTHER RESOLVED, that The Redevelopment Agency agrees to provide the Savo Island Project Area Committee with full opportunity to participate in each stage of planning and execution. It is understood that such participation and advice of the PAC concerning documents requiring approval by the Redevelopment Agency, Planning Commission, and the City Council as a minimum will involve the following process. A rough outline of the proposed documents would be prepared by PAC and Redevelopment Agency in accordance with applicable State and local Law and regulations.²⁾ The Project Area Committee shall then review and make recommended revisions.³⁾ PAC intends, when applicable, to consult with the South Berkeley Model Cities Neighborhood Board and those eligible for PAC membership, and other interested parties.

⁴⁾ The Redevelopment Agency staff shall then incorporate such suggestions into its regulations to The Redevelopment Agency Board, provided such changes are economically and financially feasible and in accordance with State and Local Law and regulations and previously agreed upon goals and objectives; and

BE IT FURTHER RESOLVED, that the members of The Redevelopment Agency of the City of Berkeley and the Board of Directors of the Savo Island Project Area Committee enter into the following understandings: All the following activities shall not be considered to be agreed upon until such time as the Savo Island Project Area Committee, Board of Directors has formally "Signed Off", which action shall indicate the concurrence of that body. This sign off provision shall apply in each

case where, pursuant to the provisions contained herein, the BRA is required to seek the advice of, or consult with the SIPAC.

No actions as agreed to herein, can be started unless the Board of Directors of the SIPAC, have formally signed off, such as to acknowledge concurrence in that action.

It is understood that the Project Area Committee shall:

- a. Define, in cooperation with the Redevelopment Agency and City of Berkeley Staff, specific goals for the Redevelopment Program regarding:
 1. Amount of new housing;
 2. Type of new housing;
 3. Amount of housing rehabilitation;
 4. Amount and type of commercial space;
 5. Amount and type of public and other community facilities, e.g. neighborhood service centers, park and other open space;
 6. Circulation of pedestrian and vehicular traffic;
 7. Types of public improvements to be installed;
 8. Resident employment;
 9. Land use controls;
 10. Design standards.
- b. Participate fully in the preparation of the Preliminary Plan which must be adopted by the Planning Commission.
- c. Participate fully in the preparation of the "Report of the Redevelopment Agency" as required by the California Community Redevelopment Law.
- d. Participate fully in the preparation of Environmental Impact Report which must be prepared by the Redevelopment Agency in accordance with State law.

- e. Participate fully in the preparation of the Redevelopment Plan which must be adopted by both the City Council and the Redevelopment Agency after public hearings.
- f. Participate fully in the development of plans for relocation of families, single persons and businesses, including plans for development of replacement housing.
- g. Periodically review the execution of the Redevelopment Plan by the Redevelopment Agency, City of Berkeley, private contractors and consultants, redevelopers, and owner-participants. Such review shall include particularly the following subjects:
 - 1. Land purchase;
 - 2. Rehabilitation of existing buildings;
 - 3. Relocation;
 - 4. Management of Redevelopment Agency owned property;
 - 5. Land resale;
 - 6. Development of land sold by the Redevelopment Agency;
 - 7. Design and construction of public improvements;
 - 8. Provision of maximum employment opportunity for NDP Area Residents;
 - 9. Affirmative action program;
 - 10. Execution of land use controls and design standards.
- h. Participate fully in the development of requests for proposals or bids from consultants, redevelopers and contractors.
- i. Evaluate proposals and bids from consultants and contractors and participate in selection of firms in conjunction with the Redevelopment Agency.
- j. Evaluate proposals from possible redevelopers and advise the Redevelopment Agency concerning the selection of such redevelopers.

- k. Prepare and distribute information concerning the Savo Island Redevelopment Program.
1. Advise the Agency on other matters concerning the Savo Island Redevelopment Program Area.
 1. In order to assist the PAC in performing these responsibilities, the Redevelopment Agency agrees to furnish the PAC, in a timely manner, copies of all correspondence and information pertaining to the Redevelopment Program, regardless of source.
 2. The Agency further agrees to provide required meeting space and clerical assistance as necessary, to assure the PAC's ability to perform its responsibilities.
 3. It is recognized that in accordance with State Law the Redevelopment Agency of the City of Berkeley, and in certain instances the Berkeley City Council and the Berkeley City Planning Commission have final legal responsibility and authority.

Any omissions of this document do not constitute a waiver by the SIPAC or BRA of any State Law, or the intent provided by the document,

BE IT FURTHER RESOLVED that this memorandum of understanding shall take effect immediately upon its signature by the authorized officers.

BE IT FURTHER RESOLVED that said agreement may be amended by majority vote of the parties from time to time.

Chairman
Redevelopment Agency of the City of
Berkeley

President
Savo Island Project Area
Committee

Date Executed: _____

VI. REDEVELOPMENT TECHNIQUES FOR ACHIEVING PLAN OBJECTIVES

A. PROPERTY ACQUISITION

1. Real Property

"Real property" here refers to land; including buildings, structures, fixtures and improvements on the land; every estate, interest, privilege, easement franchise, and right of land; including right-of-ways terms for years and liens, charges, or encumbrances by way of judgement, mortgage or otherwise and the indebtedness secured by such liens. The Redevelopment Agency of the City of Berkeley (hereinafter called the "Agency") may, but is not required to, acquire or obtain options to acquire all real property located in the Project Area by gift, devise, exchange, purchase, lease, eminent domain or any lawful method whatsoever whenever such action is necessary in order:

- (a) To assemble a disposition parcel of adequate size, shape, and location to meet the objectives of this Plan; or
- (b) To provide land for public improvements or facilities; or
- (c) To promote historical and architectural preservation; or
- (d) To eliminate environmental deficiencies including, among others, inadequate street layout and incompatible uses; or
- (e) To remove a substandard condition inconsistent with this Plan which cannot otherwise be removed through rehabilitation; or
- (f) To install structures and facilities that are in the public interest.

2. Personal Property

Generally personal property will not be acquired, although the Agency is authorized to do so when necessary to the realization of this Plan.

3. Property Management

All property in the Project Area that has been acquired by the Agency shall be under the management and control of the Agency. Such property

may be rented or leased by the Agency pending its disposition for Redevelopment.

B. REHABILITATION

1. Owner and Agency

Any property which is not required for public improvements and which can be rehabilitated at a cost determined to be reasonable, in order to comply with the objectives of this Plan, shall be rehabilitated by the owner, except that this shall not apply to any resident owner who is over 60 years of age or whose income is defined by federal and state guidelines to be at poverty level and who does not wish to rehabilitate his or her property. If the owner is unwilling or unable to rehabilitate his or her property, the Agency may acquire and rehabilitate the property, or acquire the property and sell it, subject to rehabilitation by the purchaser. Property rehabilitation standards shall be adopted in the first year of redevelopment execution. A rehabilitation appeal procedure shall be established jointly by the Agency and the PAC to settle disputes arising out of rehabilitation action taken by the Agency.

2. Moving of Structures

The Agency is authorized to move or to cause to be moved any building or other structure to another location within or outside of the Project Area.

C. OWNER PARTICIPATION

1. Opportunities for Owners and Business Tenants

The Redevelopment Agency intends that, where consistent with this Plan, owners in the Project Area shall be allowed to participate in the redevelopment of their neighborhood in three ways:

- (a) by retaining all or a part of their properties and by acquiring adjacent or other properties in the Project Area;

- (b) by selling their properties to the Agency and purchasing other properties in the Project Area; and
- (c) by upgrading and developing their properties in conformance with this Plan.

If a participant fails or refuses to rehabilitate or to develop his or her real property pursuant to this Plan and/or the Owner Participation Agreement, such property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan and the adopted rules for owner participation (see B. Rehabilitation, 1. Owner and Agency).

Owners whose real property presently meets the requirements of this Plan will be permitted to remain as conforming owners without a participation agreement. The property of such owners will not be acquired through the use of eminent domain. If any conforming owner desires to make additional improvements or alterations on his or her property, or to acquire additional real property within the Project Area, such conforming owner shall be required to enter into a participation agreement with the Agency in the same manner as required for owners of non-conforming properties.

Owners whose property is to be acquired will be notified 30 days before this Plan is proposed to the legislative body.

2. Rules for Participation Opportunities, Priorities, Preferences and Participation Agreements

Owners of real property in the Project Area may participate in the redevelopment of their property in accordance with the Preference Rules and Participation Rules which will be adopted by the Agency before the adoption of this Plan. These rules give re-entry priority to tenants and businesses within the Project Area.

Each owner participant, not a conforming owner, shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate or to develop or otherwise to use his or her property in accordance with the provisions of the Plan.

3. Variances

Where unnecessary hardships, practical difficulties, or other consequences inconsistent with the general purposes of this Plan result from its literal interpretation, the Redevelopment Agency may grant adjustments or variances after a public hearing and under such conditions as it may determine provided such changes are not contrary to the objectives of this Plan.

D. SITE IMPROVEMENTS

1. Demolition, Clearance and Site Preparation

The Agency is authorized to demolish, clear, and/or move, buildings and other structures or improvements from any real property in the Project Area when such action is necessary to the fulfillment of this Plan. The Agency may prepare or cause to be prepared for development any real property in the Project Area that has been acquired by the Agency.

2. Public Improvements

The Agency is authorized to install and construct or to cause to be installed and constructed, the public improvements and public utilities necessary to implement this Plan. Such public improvements include, but are not limited to the construction and reconstruction of streets, curbs, gutters, sidewalks, street closure, street lighting, sewers, storm drains, traffic signals, underground and above ground utilities, buildings, parks, off-street parking, plazas, playgrounds and landscaped areas.

E. RELOCATION

1. Assistance in Finding Other Locations

The Agency shall assist all families, single persons, businesses and non-profit organizations displaced by the Project in finding other locations and facilities which are acceptable to them as relocatees.

2. Relocation Payments

The Agency will pay moving expenses and/or replacement housing payments to families, single persons, businesses, and non-profit corporations displaced by the Project who meet the requirements of the guidelines outlined in the General Relocation Plan of the City of Berkeley.

F. PROPERTY DISPOSITION AND DEVELOPMENT

1. General

The Agency is authorized, for purposes of this Plan, to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property except property conveyed by it to the community. All real property acquired by the Agency in the Project Area shall be sold or leased for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to the purposes of this Plan.

All purchasers or lessees of property within the Project Area shall be required to use their property for the purposes designated in this Plan, to begin and complete development of the Property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

The Agency shall give preference to contractors and developers who agree to comply with the Affirmative Action Program most recently passed by the City Council and the Agency shall give further preference to contractors and developers who are based in Berkeley.

2. Conditions

To insure that the provisions of this Plan will be carried out and to prevent future deterioration of all real property sold, leased, conveyed, or subject to participation agreements by the Agency, such property shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate, such documents or portions thereof shall be recorded in the office of the County Recorder.

All property in the Project Area which is owned by the Agency or which is sold, leased, conveyed, or subject to participation agreements by the Agency for all future time shall be made expressly subject to the restriction that all deeds, leases, or contracts for the sale, lease, sub-lease, or other transfer or use, occupancy, tenure or enjoyment of land in the Project Area shall contain such clauses as to prevent discrimination or segregation on the basis of race, religion, color, sex, sexual orientation, creed, ancestry, or national origin.

3. Public Development

The Agency is authorized to pay for all or part of the value of the land and the cost of the installation and construction of any building, facility, structure, or other improvement either within or, with approval of the City, outside the Project Area for itself or for any public body or entity to the extent that such improvements would be of benefit to the Project Area.

4. Maintenance

All purchasers or lessees of Agency land, their successors, and assignees, shall agree and provide in the deed of conveyance, that the purchaser will maintain any and all improvements to the land, including landscaping and other beautification, in a manner that will assure the continued value of the property within the Project Area. The above agreement shall constitute a covenant running with the land.

Any continuing violation of such a covenant shall constitute grounds for a reversion of the land title to the Agency.

G. DEVELOPER'S OBLIGATION

1. Use

All purchasers of land within the Redevelopment Area shall be required to develop such land in accordance with the provisions of this Plan. The Redevelopment Agency of the City of Berkeley shall have the right to withhold transfer of title to the acquirer, user, or developer of such land until complete plans and specifications illustrating parking, loading, construction, grading, landscaping, exterior finishes and building design have been submitted to, reviewed and approved in writing by the Agency. The Agency shall have the right to refuse to approve any such plans or specifications that do not conform with the conditions and objectives of this plan.

2. Time

The developers of any land within the Project Area must complete development of such land within the time period agreed to with the Agency. No building shall be occupied during its construction or until made to comply with the requirements of the Plan.

3. Speculation

No owner participants, users, or developers shall resell, lease, sublease, or otherwise dispose of land in the Project Area until the construction, as approved by the Agency, has been completed, except with the prior written consent of the Agency.

4. Covenants, Non-Discrimination, and Affirmative Action

No covenant, agreement, lease, conveyance, or other instrument shall be affected or executed by the Agency or by a redeveloper or any of his successors or assignees, whereby use of land in the project area is restricted in any way on the basis of race, color, sex, sexual orientation,

creed, religion, ancestry, or national origin, in its sale, lease or rental, or in the use or occupancy thereof.

Appropriate covenants running with the land which will prohibit such restriction shall be included in the disposition instruments. Similarly, the Redeveloper shall comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, sex, sexual orientation, creed, religion, ancestry or national origin. In executing the Redevelopment Plan the Agency shall give preference to contractors and developers which are based in Berkeley. Each organization or individual contractor and principal subcontractor shall prepare an Affirmative Action Program consistent with the provisions of the Berkeley City Affirmative Action Compliance Program to insure equal employment opportunities during construction of the development.

VI. LAND USE PLAN

A. PERMITTED USES

The uses permitted within the Project Area shall be:

1. residential uses; and
2. churches, community centers, schools, libraries, and establishments for the day care of pre-school children when such uses will not be detrimental to the neighborhood; and
3. essential services uses; and
4. limited commercial uses.

Residential uses may include but shall not be limited to cooperatively owned housing for low and moderate income families and individuals, including senior citizens and handicapped persons, at densities of 55 to 100 dwelling units of new development within the entire redevelopment area.

Essential Services refers to the maintenance and operation of electric, gas, and telephone distribution lines and poles, and water, storm drainage, and sewer lines, with their incidental appurtenances; open space, including parks and playgrounds, plazas and public transportation stops; public polling places; streets, alleys, and paths; and authorized home occupations whose use is clearly incidental to the use of the property for residential purposes.

Limited commercial development shall be permitted fronting Adeline Street in order to encourage business opportunities for the South Berkeley population and in order to provide services to the residents of the neighborhood. Preference shall be given to new commercial ventures that will service the immediate needs of the neighborhood. The Agency shall review and authorize all commercial proposals. ✓

B. INCOMPATIBLE USES

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors that would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

C. RIGHT-OF-WAYS AND EASEMENTS

Such streets as exist within the Project Area may be widened, altered, abandoned, or closed as necessary for the development of the Project. Additional public streets, alleys, and easements, may be created in the Project Area as needed.

The public right-of-ways shall be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in public right-of-ways.

D. UTILITIES

The Agency shall require that all utilities be placed underground whenever physically and economically feasible as determined by the Agency. When undergrounding is not feasible, all aboveground utilities shall be placed in a location and be of a design and color which will complement the aesthetics of the Project Area.

E. LANDSCAPING, SCREENING, AND SIGNS

Parking areas of more than three spaces and storage areas for boats, trailers, building materials, appliances, and similar objects, must be screened from all abutting lots and public right-of-ways by landscaping, or wood or masonry walls of at least five and one-half feet in height.

Landscaping of any public open space and of public right-of ways will be undertaken by the Agency. Irrigation of new public development and of public areas will also be completed by the Agency.

The Agency reserves the right to review and give final authorization to all landscaping plans submitted by owner participants.

Signs shall be permitted when the Agency determines in each case that the size, design, and operational and visual character of any sign is such that it will not detract from the residential quality of the Project Area. All signs must conform to the Berkeley City Sign Ordinance.

F. YARDS AND PARKING

Each new residential development shall be required to provide one parking space per unit. Residential yards in such developments shall be not less than 15 feet in the front, 15 feet in the back and not less than 4 feet or more than 10 feet at the side of existing housing.

All commercial development shall be required to buffer adequately all parking, loading, and storage areas from the existing residential development.

G. DESIGN REVIEW

The Redevelopment Agency and the Berkeley City Council recognize that the conservation of property within a neighborhood is critically influenced by the actions of individual property owners. Failure to maintain property conditions leads to widespread deterioration; therefore special safeguards against such deterioration and special efforts to promote good design are warranted.

The Berkeley Redevelopment Agency shall encourage excellence in social and economic planning, architectural design, and project con-

struction within the Savo Island Area in order to enhance the aesthetic and functional character of the neighborhood. To this end, the Agency is authorized to review and give sanction to any design proposal for the Project Area. No rebuilding, remodeling, or improvements for which a City building permit is required shall be undertaken unless approval of plans for such development has first been obtained from the Agency. In exercising this authority, the Agency shall take into account short-term and long-term economic conditions and the ability of individual property owners and tenants to afford the appropriate level of design within the Area.

VII. CHARACTERISTICS OF THE PLAN

A. DURATION

The provisions of this Plan shall be recorded as restrictive covenants upon the project land and shall be made part of each contract for new development or for owner participation.

Except for the provisions for non-discrimination and non-segregation which shall run in perpetuity, the provisions of this Plan and the covenants thereof shall remain in full effect from the date of its approval by the City Council until 40 years after the commencement date.

Nothing in this Plan shall be interpreted to exclude or release property in the Project Area at any time from the operation of building codes, housing codes, planning codes and zoning regulations, or other controls. This Plan is in conformity with the General Plan and the Neighborhood Preservation Ordinance of the City of Berkeley.

B. AMENDMENT

Invalidation of any one of the covenants by judgment or court order shall in no way effect any of the other provisions of the Plan. This Plan may be amended through the procedure established in the Redevelopment Law (see California Health & Safety Code Sections 33450 to 33458), or by any other procedure established by law. As appropriate, disposition, rehabilitation, land acquisition and clearance, and other specific activity amendments may be added to this Plan prior to the initiation of such activities.

C. ENFORCEMENT

After development, the administrative enforcement of this Plan or of

other documents implementing this Plan shall be performed by the City or the Agency. Such provisions may also be enforced by court litigation instituted either by the Agency or the City. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area, may be enforced by such owners.

VIII. ACTIONS BY THE CITY

Subject to the limitations of its Charter and of all other applicable laws and ordinances, the City of Berkeley will aid and cooperate with the Agency in the execution of this Plan and will take any action necessary to insure that the purposes of this Plan are met for its duration in order to prevent the recurrence of spread of conditions causing blight within the Project Area. Actions by the City will include:

- A. Proceedings for closing or widening streets in the Project Area; and
- B. Proceedings necessary to effect changes and improvements in publicly owned utilities within or outside of the Project Area; and
- C. Revisions of the zoning code and Master Plan within or outside of the Project Area to cause the code to conform with the land use provisions of the Plan; and
- D. Provisions for administrative enforcement of this Plan, including limits upon the development and use of land parcels within the Project Area; and
- E. Execution of these actions and of all other public actions relating to health, safety, and physical development without causing unnecessary delays to the redevelopment process.

Adoption of this Plan by the City Council shall not be deemed to impose any binding financial obligation on the City of Berkeley. Any action or project required to carry out the Plan which will become the financial responsibility of the City of Berkeley must be specifically authorized by the City Council.

IX. ACTIONS BY THE AGENCY

Not later than July 1, 1975, the Agency shall prepare a detailed Project Action Plan for the redevelopment area. Said Project Action Plan shall include but not be limited to the following topics:

- A. Proposed modifications to public utilities, public streets or other public vehicular or pedestrian facilities; proposals for new public streets or pedestrian facilities;
- B. Other proposed public facilities and improvements;
- C. Identification of property to be acquired by the Agency for later disposition or lease;
- D. Location and arrangement of residential, commercial, institutional, public and other uses of land proposed;
- E. A schedule of public costs for all actions to be performed by the Agency during the subsequent fiscal year, including projected costs for actions which cannot be completed within the fiscal year. Estimated costs for planning activities and project administration shall be included;
- F. Identification of the source of funds expected to be utilized in financing the activities proposed.

The Project Action Plan shall be submitted to the Planning Commission for review and comment and to the City Council for approval. No redevelopment action other than planning or project administration not otherwise authorized by the City Council shall be undertaken until a Project Action Plan has been approved by the City Council.

The Project Action Plan shall be reviewed from time to time by the Agency. On an annual basis, the Agency shall prepare a report summarizing the status of the redevelopment project and the progress achieved in obtaining the objectives of the Redevelopment Plan. As a part of such report, the Agency shall propose any changes required in the approved Project Action Plan. Such report shall be submitted to the Planning Commission not later than March 1 and to the City Council not later than April 1 of each year.

X. CO-OPERATION WITH PUBLIC BODIES

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without their consent. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan in order to insure that all present uses and future development conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency.

XI. METHODS OF FINANCING

A. GENERAL DESCRIPTION OF THE PROPOSED FINANCING METHODS

Upon the adoption of this Plan by the City Council, the Agency is authorized to finance this Project with financial assistance from the City of Berkeley, State of California, Alameda County, Federal Government, Property Tax Increments, Interest Income, Agency notes and bonds or any other available source.

The advances for survey and planning and the operating capital for administration of this Project may come through loans from the City. Such loans shall be on terms established by the City and the Agency. The City may also supply additional assistance through City loans and grants for various public facilities.

The Agency is hereby authorized to obtain advances, borrow funds and create indebtedness and other obligations in carrying out this Plan after first submitting financial summaries to the City Council. The principal and interest in such advances, funds, indebtedness and other obligations, may be paid from tax increments or any other funds available to the Agency.

B. TAX INCREMENT

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, County of Alameda, City of Berkeley, and any district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the

assessed value of the taxable property in the Redevelopment Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property paid. For the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in the Redevelopment Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Alameda last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed valuation of the taxable property in this Redevelopment Project exceeds the total assessed value of the taxable properties in this Project as shown by the last equalized assessment roll referred to in paragraph "1." hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable

property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subdivision "1." above may be irrevocably pledged by the Agency for the payment of the principal of and interest money advanced, loans, or any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance in whole or in part the Savo Island Redevelopment Project.

The Agency is authorized to make such pledges as to specific advances, loans, indebtedness, and other obligations as appropriate, in carrying out the Project.

C. TAX INCREMENT BONDS

It is possible that additional revenue for the Project may be generated through the sale of tax increment bonds. Such sales may occur if and as the need arises.

D. OTHER LOANS AND GRANTS

Any other loans, grants, or financial assistance from the United States or any other public or private source may be utilized if available.

XII. NEIGHBORHOOD IMPACT ELEMENT

CATEGORIES OF ENVIRONMENTAL IMPACT

A. RELOCATION: New development will occur primarily on the two parcels of land on which the old Savo Island housing was located. Most relocation will, then, be a result of the rehabilitation of residences within the Project Area. Compensation to businesses and/or individuals who may be temporarily or permanently relocated is provided for by City and State Law.

B. TRAFFIC CIRCULATION: New housing will increase the number of resident cars in the Project Area by 55 to 150 cars, dependent on the density of the proposed housing. Street parking will therefore be substantially increased unless adequate parking is provided within the housing.

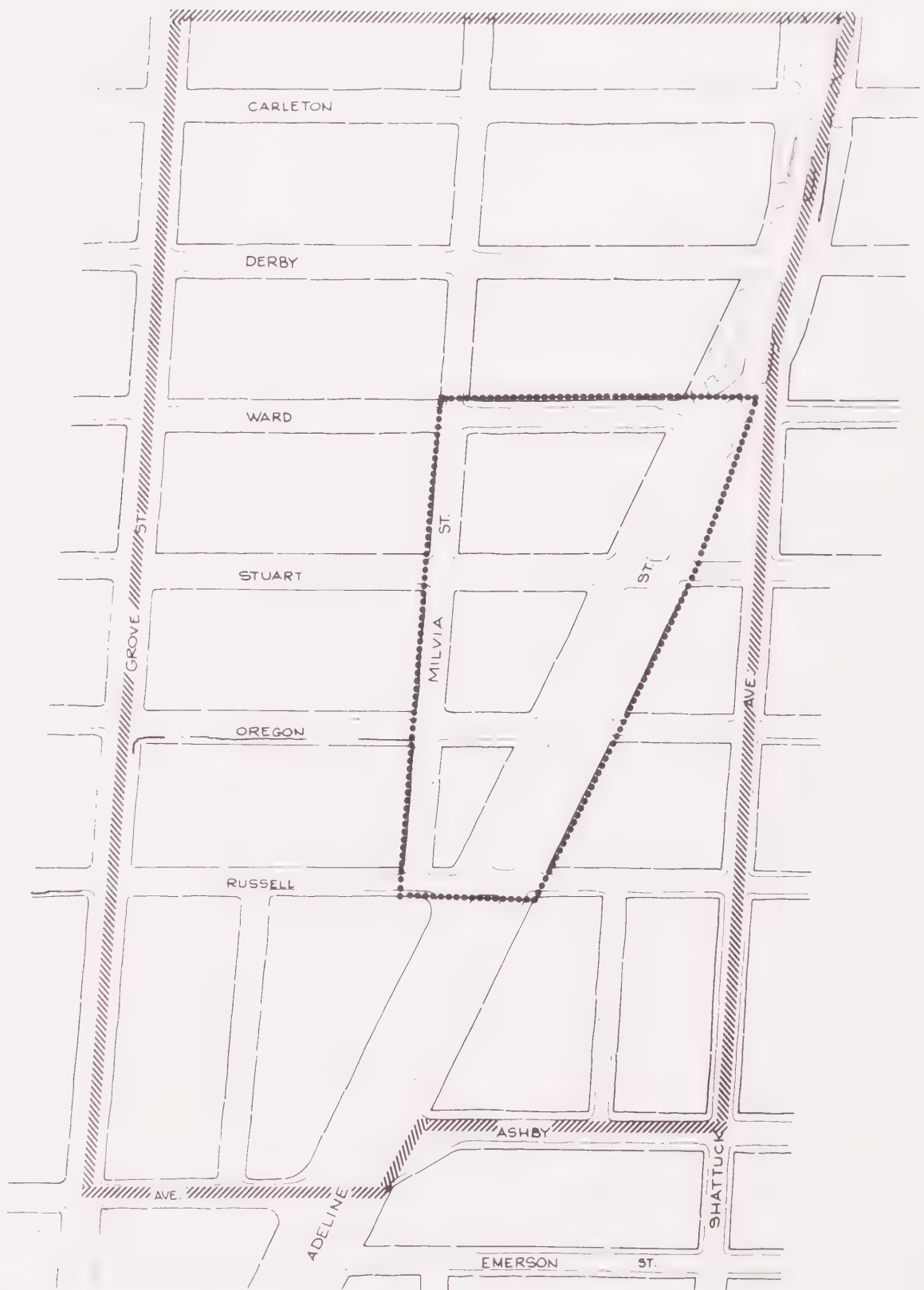
C. ENVIRONMENTAL QUALITY: The general quality of the environment will be improved by the greater residential definition that a well designed development will bring to the neighborhood. The total number of new units to be built within the Area will range between 55 without street closure and 100 with street closure, considerably under the maximum number which would be allowed under the present zoning designation of C-1. Thus, though the amount of traffic will increase as a result of the Project, it will be less than the amount which could be projected from the present zoning.

D. EFFECT ON SCHOOL POPULATION AND QUALITY OF EDUCATION: The number of school-age children in the Area will return to somewhat above its 1971 level. The effect of any sudden population increase occurring upon completion of the Project will be mitigated by Berkeley's policy of school busing.

E. AVAILABILITY OF COMMUNITY FACILITIES AND SERVICES: The Savo Island area has an abundance of commercial, recreational and educational facilities to offer its residents. In addition, the Project will include,

where feasible, facilities such as day care, indoor recreation, outdoor plazas and small neighborhood-oriented businesses.

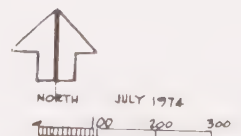
F. PROPERTY ASSESSMENTS AND TAXES: With the improvements made in the Project Area, land values will rise, but most of this increase will accrue to the residents of the new housing. In order to finance the Project, tax increment funding will be used. This means that the tax assessment on the property will be frozen at a specified level and any increase in taxes over a 10 to 15 year period will be diverted to pay for the Project. While the City will sacrifice the immediate tax gain that an intensive, speculative development, if built, would bring, it will gain high quality housing for low and moderate income persons which will present a model for future development in Berkeley.

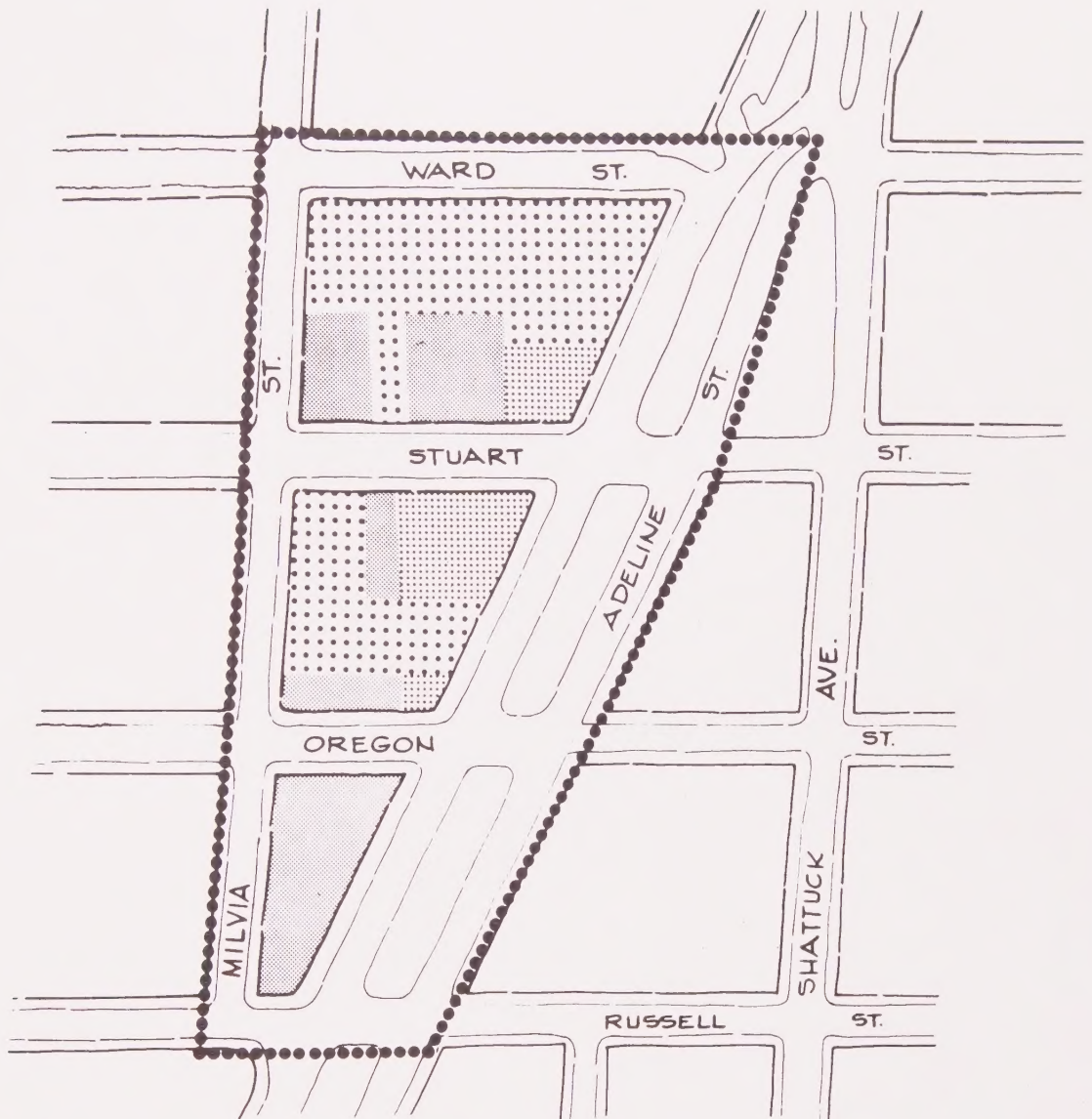


BOUNDARY MAP

EXHIBIT 1





P.A.C. MEMBERSHIP AREA
 SAVO ISLAND PROJECT AREA
 SAVO ISLAND REDEVELOPMENT PROJECT
 BERKELEY REDEVELOPMENT AGENCY
 BERKELEY, CA.





PLAN MAP

EXHIBIT 2

-  **EXISTING RESIDENTIAL**
-  **EXISTING COMMERCIAL**
-  **PROPOSED RESIDENTIAL**
-  **SAVO ISLAND PROJECT AREA**
- SAVO ISLAND REDEVELOPMENT PROJECT**
- BERKELEY REDEVELOPMENT AGENCY**
- BERKELEY, CA.**



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